



RICK SNYDER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF ENVIRONMENTAL QUALITY
LANSING



C. HEIDI GREETHER
DIRECTOR

August 17, 2016

OVERNIGHT MAIL 1z 4xx 262 23 1004 189 4

Mr. Paul Kamps
Kamps Hardwoods Incorporated
6925 Dutton Industrial Drive
Dutton, Michigan 49316

Dear Mr. Kamps:

SUBJECT: Kamps Hardwoods Incorporated, Administrative Consent Order (ACO)
No. ACO-000313

Enclosed, please find an original signed copy of ACO No. ACO-000313, entered between Kamps Hardwoods Incorporated and the Department of Environmental Quality (DEQ). The ACO became effective on August 10, 2016. The invoices for the civil fine and the avoided annual permit fees are also enclosed. Please pay the civil fine and avoided/late annual permit fees not later than the date specified on the invoices.

If you have any further questions regarding this matter, please contact Mr. Ryan Grant, Grand Rapids District Office, Water Resources Division, at 616-250-6134; grantr3@michigan.gov; or DEQ, State Office Building, 5th Floor, 350 Ottawa Avenue, NW, Unit 10, Grand Rapids, Michigan 49503-2316.

Sincerely,

Katelyn Wysocki, Enforcement Specialist
Water Enforcement Unit
Water Resources Division

Enclosure

cc: Mr. Michael Masterson, DEQ
Mr. Michael Worm, DEQ
cc/enc: Mr. Ryan Grant, DEQ

MICHIGAN DEPARTMENT of ENVIRONMENTAL QUALITY
Water Resources Division
Storm Water Fees

INVOICE

Issued under authority of Public Act 451, as amended.

KAMPS HARDWOODS INCORPORATED
PAUL KAMPS, PRESIDENT
6925 DUTTON INDUSTRIAL PARK DRIVE
DUTTON, MI 49316
USA

| | |
|------------------------|--------------------|
| Invoice Number: | 761-8048754 |
| Customer Id: | 286902 |
| Invoice Date: | August 16, 2016 |
| Total Due: | \$260.00 |

KAMPS HARDWOODS INCORPORATED
6925 DUTTON INDUSTRIAL PARK DRIVE
DUTTON, MI 49316

Failure to submit payment by the due date will result in penalties as prescribed by law.

| Invoice Item | Qty | Unit Cost | Sales Tax | Total Cost |
|----------------------------|------|-----------|-----------|------------|
| AVOIDED ANNUAL PERMIT FEES | 1.00 | \$260.00 | \$0.00 | \$260.00 |

Payment for SWPF invoices can now be processed through the new MiWaters web-based information system. MiWaters can be accessed at <https://miwaters.deq.state.mi.us> For questions contact 517-284-5588.

Total Invoice: **\$260.00**

Payment Due: October 02, 2016

Information and a video tutorial about MiWaters can be found at www.michigan.gov/miwaters. Payments can be made through your MiWaters account, select Financials from the side panel.

REMIT PAYMENT TO: **STATE OF MICHIGAN**
TO ENSURE PROPER CREDIT, SEND THIS PORTION WITH PAYMENT TO:
Cashiers Office - SWPF
PO Box 30657

LANSING, MI 48909-8157

(Please note or make any address corrections below.)

KAMPS HARDWOODS INCORPORATED
PAUL KAMPS, PRESIDENT
6925 DUTTON INDUSTRIAL PARK DRIVE
DUTTON, MI 49316
USA

| |
|---|
| INVOICE NUMBER 761-8048754 WRD SWPF |
|---|

Total Due: **\$260.00**

MICHIGAN DEPARTMENT of ENVIRONMENTAL QUALITY

Water Resources Division

Enforcement

INVOICE

Issued under authority of Public Act 451 of 1994.

FED ID # 38-6000134

KAMPS HARDWOODS INCORPORATED
PAUL KAMPS, PRESIDENT
6925 DUTTON INDUSTRIAL PARK DRIVE
DUTTON, MI 49316
USA

Invoice Number: 761-8048752
Customer Id: 286902
Invoice Date: August 16, 2016
Total Due: \$4,000.00

KAMPS HARDWOODS INCORPORATED
6925 DUTTON INDUSTRIAL PARK DRIVE
DUTTON, MI 49316

FAILURE TO SUBMIT PAYMENT BY THE DATE DUE WILL RESULT IN
PENALTIES AS DESCRIBED BY LAW.

Reference
WRD40124

PLEASE BE SURE TO REFERENCE THE SETTLEMENT ID# ON THE CHECK
WHEN YOU REMIT PAYMENT.

| Invoice Item | Qty | Unit Cost | Sales Tax | Total Cost |
|------------------------|------|------------|-----------|------------|
| SETTLEMENT ID WRD40124 | 1.00 | \$4,000.00 | \$0.00 | \$4,000.00 |

Total Invoice: \$4,000.00

Payment Due: August 22, 2016

REMIT PAYMENT TO: STATE OF MICHIGAN
TO ENSURE PROPER CREDIT, SEND THIS PORTION WITH PAYMENT TO:
DEQ CASHIER'S OFFICE
PO BOX 30857

Reference
WRD40124

INVOICE NUMBER
761-8048752
WRD ACO

LANSING, MI 48909-8157

(Please note or make any address corrections below.)

KAMPS HARDWOODS INCORPORATED
PAUL KAMPS, PRESIDENT
6925 DUTTON INDUSTRIAL PARK DRIVE
DUTTON, MI 49316
USA

Total Due: \$4,000.00

**STATE OF MICHIGAN
DEPARTMENT OF ENVIRONMENTAL QUALITY
WATER RESOURCES DIVISION**

ADMINISTRATIVE CONSENT ORDER

In the matter of:

ACO-000313

Date Entered: 8-10-2016

Kamps Hardwoods Incorporated

SECTION I

FACILITY OWNER OR MUNICIPALITY

| | | |
|--|--------------------|---|
| FULL LEGAL NAME OF FACILITY OR MUNICIPALITY: Kamps Hardwoods Incorporated | | |
| DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS IDENTIFICATION NO.: 01912L | | |
| ADDRESS: 6925 Dutton Industrial Park Drive | | |
| CITY: Dutton | STATE: Michigan | ZIP: 49316 |
| AUTHORIZED SIGNATORY: Paul Kamps, President | | FACILITY OWNER PHONE NO.: 616-765-5103 |

FACILITY NAME AND LOCATION

| | | |
|---|--------------------|---|
| FACILITY NAME: Kamps Hardwoods Incorporated | | |
| FACILITY ADDRESS: 6925 Dutton Industrial Park Drive | | |
| CITY: Dutton | STATE: Michigan | ZIP: 49316 |
| COUNTY: Kent | | |
| FACILITY CONTACT NAME: Rob Kukowski, General Manager | | FACILITY CONTACT PHONE NO.: 616-340-5231 |

This document results from allegations by the Department of Environmental Quality (DEQ), Water Resources Division (WRD). The DEQ alleges that the above-referenced Facility Owner (Owner) is in violation of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended (NREPA), the administrative rules promulgated under this statute, and applicable permits issued to the Owner, as identified below.

| STATUTE | | PERMIT(S) |
|---|-------------------------------------|-----------|
| Part 31, Water Resources Protection, MCL 324.3101 et seq. | <input checked="" type="checkbox"/> | None |

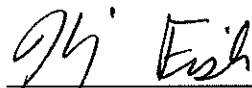
Specific violations are referenced in DEQ letters attached to this Administrative Consent Order (Consent Order) as Exhibit A. The Owner and the DEQ agree to resolve the violations set forth herein through entry of this Consent Order. The Owner further agrees to resolve all compliance issues set forth in Exhibit A in accordance with the requirements contained in this Consent

Order. This Consent Order, in its entirety, shall consist of Section I, the attached Sections II, III, and IV, Exhibit A, and any other referenced attachments, exhibits, or appendices. This Consent Order shall be considered null and void if it does not include, at a minimum, Sections I, II, III, and IV, and Exhibit A.

The Owner agrees to pay a civil fine of **\$4,000.00** for the violations specified in Exhibit A of this Consent Order. Payment of the civil fine shall be made in accordance with the invoice that will be mailed to the Owner after the execution of this Consent Order, but not later than August 22, 2016. Payment of avoided permit fees shall be made in accordance with the compliance schedule in Section II of this Consent Order. A permit fee invoice will be sent to the Owner from the WRD after this ACO is fully executed by the WRD Chief. Failure to make timely payment constitutes a violation of this Consent Order. The Owner agrees to pay all funds due pursuant to this agreement by check made payable to the State of Michigan and delivered to the Accounting Services Division, Cashier's Office for DEQ, P.O. Box 30657, Lansing, Michigan 48909-8157, or hand delivered to the Accounting Services Division, Cashier's Office for DEQ, 425 W. Ottawa St., Lansing, Michigan 48933. To ensure proper credit, all payments made pursuant to this Consent Order must include the **Payment Identification No. WRD40124**. The Owner agrees not to contest the legality of the civil fine.

Signatories

DEPARTMENT OF ENVIRONMENTAL QUALITY



Kim Fish, Acting Chief
Water Resources Division

8/10/16
Date

KAMPS HARDWOODS INCORPORATED

I undersigned CERTIFY that I am fully authorized by the party identified above to enter into this Consent Order to comply by consent and to EXECUTE and LEGALLY BIND that party to it. I further attest that all information provided herein is accurate and true.



By: Paul Kamps
Title: President

8-2-16
Date

SECTION II - COMPLIANCE SCHEDULE

IT IS THEREFORE AGREED AND ORDERED THAT Owner shall take the following actions to comply with and to prevent further violations of Part 31 of the NREPA.

1. The Owner agrees to comply with Part 31 of the NREPA.
2. Not later than 30 days after the effective date of this Consent Order, the Owner shall submit a written report to the DEQ, WRD describing the actions taken to prevent a similar release of waste water associated with the walnut steaming process. In addition, the actions taken to investigate and eliminate any other illicit discharges to the surface waters of the state shall be included in the report.
3. Not later than 30 days after the effective date of this Consent Order, the Owner shall submit to the DEQ, WRD for review and approval a SWPPP which describes the nonstructural and structural controls that are implemented to maintain compliance with the terms and conditions of NPDES General Permit No. MIS110000.
4. Not later than 30 days of receiving comment from the DEQ on the SWPPP, the Owner shall incorporate the DEQ, WRD's comments into the SWPPP, and shall then fully implement the SWPPP.
5. Not later than 90 days after the effective date of this Consent Order, the Owner shall apply for storm water permit coverage by submitting a complete Notice of Intent (NOI) via MiWaters. The NOI shall identify an Industrial Storm Water Certified Operator that has supervision over the facility's storm water treatment and control measures included in the Storm Water Pollution Prevention Plan (SWPPP).
6. The Owner agrees to pay the applicable permit fee of **\$260** to the State of Michigan in accordance with Section 3118 of Part 31 of the NREPA. Payment shall be made not later than 45 days after receiving a permit fee invoice from the DEQ, WRD for the 2016 annual discharge permit fee.
7. For billing period January 1, 2017, through December 31, 2017, and each billing period thereafter, until the DEQ, WRD issues a final decision on the Owner's NOI, the Owner shall pay the annual permit fee in accordance with Part 31 of the NREPA.
8. If the Owner is issued the Certificate of Coverage under an NPDES Storm Water Permit by the DEQ, WRD, the Owner/Operator shall pay the annual permit fee based on its permit classification and in accordance with Part 31 of the NREPA.
9. The Owner shall submit all reports, work plans, specifications, schedules, or any other writing required by this section to the Grand Rapids District Supervisor, WRD, DEQ, Grand Rapids District Office, 350 Ottawa Avenue NW, Unit 10, Grand Rapids, Michigan 49503-2341. The cover letter with each submittal shall identify the specific paragraph and requirement of this Consent Order that the submittal is intended to satisfy.

Sections III and IV of this Consent Order shall not be altered in any way, including adding or eliminating any language, striking terms or parts of terms, retyping in whole or in part, or using a different format. Any changes to this document without written approval from the DEQ renders the Consent Order null and void.

SECTION III - STIPULATIONS

The Owner and the DEQ stipulate as follows:

1. The DEQ reserves all rights afforded to it under the law or laws under which this Consent Order is being entered. The DEQ is authorized to enter this Consent Order to comply with state law under Section 3112(4) of Part 31 of the NREPA.
2. The Owner consents to the issuance and entry of this Consent Order and stipulates that the entry of this Consent Order constitutes a final order of the DEQ and is enforceable as such under the appropriate provisions of state law identified in Section I this Consent Order. The Owner agrees not to contest the issuance of this Consent Order, and that the resolution of this matter by the entry of this Consent Order is appropriate and acceptable. It is also agreed that this Consent Order shall become effective on the date it is signed by the chief of the WRD, delegate of the director.
3. The Owner and the DEQ agree that the signing of this Consent Order is for settlement purposes only and does not constitute an admission by the Owner that the law has been violated.
4. The Signatory to this Consent Order on behalf of the Owner agrees and attests that it is fully authorized to assure that the Owner will comply with all requirements under this Consent Order.
5. The Owner shall achieve compliance with the aforementioned regulations in accordance with the requirements contained in Section II of this Consent Order.

SECTION IV - GENERAL PROVISIONS

1. With respect to any violations not specifically addressed and resolved by this Consent Order, the DEQ reserves the right to pursue any other remedies to which it is entitled for any failure on the part of the Owner to comply with the requirements of the NREPA and its rules. Entry of this Consent Order does not relieve the Owner from future liability for the potential need to conduct remedial actions if contaminants originating from the discharge are discovered at limits that exceed the criteria under applicable law. The DEQ further expressly reserves the right to pursue the Owner for injunctive relief and costs associated with overseeing and conducting these remedial actions.
2. The DEQ and the Owner consent to enforcement of this Consent Order in the same manner and by the same procedures for all final orders entered pursuant to the provisions of the NREPA, as amended.
3. This Consent Order in no way affects the Owner responsibility to comply with any other applicable state, federal, or local laws or regulations.

4. The WRD reserves its right to pursue appropriate action, including injunctive relief to enforce the provisions of this Consent Order, and applicable statutory fines for any violation of this Consent Order.
5. Nothing in this Consent Order is or shall be considered to affect any liability the Owner may have for natural resource damages caused by the Owner acts or omissions. The State of Michigan does not waive any rights to bring an appropriate action to recover such damages to the natural resources.
6. In the event the Owner sells or transfers the facility, it shall advise any purchaser or transferee of the existence of this Consent Order in connection with such sale or transfer. Within 30 calendar days, the Owner shall also notify the WRD District Supervisor, in writing, of such sale or transfer, the identity and address of any purchaser or transferee, and confirm the fact that notice of this Consent Order has been given to the purchaser and/or transferee. The purchaser and/or transferee of this Consent Order must agree, in writing, to assume all of the obligations of this Consent Order. A copy of that agreement shall be forwarded to the WRD District Supervisor within 30 days of assuming the obligations of this Consent Order.
7. The provisions of this Consent Order shall apply to and be binding upon the parties to this action, and their successors and assigns.
8. This Consent Order constitutes a civil settlement and satisfaction as to the resolution of the violations specifically addressed herein; however, it does not resolve any criminal action that may result from these same violations.

9. REPORTING

The Owner shall verbally report any violation(s) of the terms and conditions of this Consent Order to the District Supervisor by no later than the close of the next business day following detection of such violation(s) and shall follow such notification with a written report within five business days following detection of such violation(s). The written report shall include a detailed description of the violation(s), as well as a description of any actions proposed or taken to correct the violation(s). The Owner shall report any anticipated violation(s) of this Consent Order to the above-referenced individual in advance of the relevant deadlines whenever possible.

10. RETENTION OF RECORDS

Upon request by an authorized representative of the DEQ, the Owner shall make available to the DEQ all records, plans, logs, and other documents required to be maintained under this Consent Order or pursuant to applicable laws or rules. All such documents shall be retained by the Owner for at least a period of three years from the date of generation of the record unless a longer period of record retention is required by the applicable law or its rules.

11. RIGHT OF ENTRY

The Owner shall allow any authorized representative or contractor of the DEQ, upon presentation of proper credentials, to enter upon the premises of the facility at all reasonable times for the purpose of monitoring compliance with the provisions of this Consent Order. This paragraph in no way limits the authority of the DEQ to conduct tests and inspections pursuant to the NREPA and the rules promulgated thereunder, or any other applicable statutory provision.

12. DEQ APPROVAL OF SUBMITTALS

For any work plan, proposal, or other document, excluding applications for permits or licenses, that are required by this Consent Order to be submitted to the DEQ by the Owner, the following process and terms of approval shall apply:

- a. All work plans, proposals, and other documents required to be submitted by this Consent Order shall include all of the information required by the applicable statute and/or rule, and all of the information required by the applicable paragraph(s) of this Consent Order.
- b. In the event the DEQ disapproves a work plan, proposal, or other document, it will notify the Owner, in writing, specifying the reasons for such disapproval. The Owner shall submit, within 30 days of receipt of such disapproval, a revised work plan, proposal, or other document which adequately addresses the reasons for the DEQ's disapproval. If the revised work plan, proposal, or other document is still not acceptable to the DEQ, the DEQ will notify the Owner of this disapproval.
- c. In the event the DEQ approves with specific modifications, a work plan, proposal, or other document, it will notify the Owner, in writing, specifying the modifications required to be made to such work plan, proposal, or other document prior to its implementation and the specific reasons for such modifications. The DEQ may require the Owner to submit, prior to implementation and within 30 days of receipt of such approval with specific modifications, a revised work plan, proposal, or other document which adequately addresses such modifications. If the revised work plan, proposal, or other document is still not acceptable to the DEQ, the DEQ will notify the Owner of this disapproval.
- d. Upon DEQ approval, or approval with modifications, of a work plan, proposal, or other document, such work plan, proposal, or other document shall be incorporated by reference into this Consent Order and shall be enforceable in accordance with the provisions of this Consent Order.
- e. Failure by the Owner to submit an approvable work plan, proposal, or other document, within the applicable time periods specified above, constitutes a violation of this Consent Order and shall subject the Owner to the enforcement provisions of this Consent Order.

- f. Any delays caused by the Owner's failure to submit an approvable work plan, proposal, or other document when due shall in no way affect or alter the Owner's responsibility to comply with any other deadline(s) specified in this Consent Order.
- g. No informal advice, guidance, suggestions, or comments by the DEQ regarding reports, work plans, plans, specifications, schedules or any other writing submitted by the Owner will be construed as relieving the Owner of its obligation to obtain written approval, if and when required by this Consent Order.

13. EXTENSIONS

The Owner and the DEQ agree that the DEQ may grant the Owner a reasonable extension of the specified deadlines set forth in this Consent Order. Any extension shall be preceded by a written request to the District Supervisor no later than ten business days prior to the pertinent deadline, and shall include:

- a. Identification of the specific deadline(s) of this Consent Order that will not be met.
- b. A detailed description of the circumstances that will prevent the Owner from meeting the deadline(s).
- c. A description of the measures the Owner has taken and/or intends to take to meet the required deadline.
- d. The length of the extension requested and the specific date on which the obligation will be met.

No change or modification to this Consent Order shall be valid unless in writing from the DEQ, and if applicable, signed by both parties.

14. TERMINATION

This Consent Order shall remain in full force and effect until terminated by a written Termination Notice (TN) issued by the DEQ. Prior to issuance of a written TN, the Owner shall submit a request consisting of a written certification that the Owner has fully complied with the requirements of this Consent Order and has made payment of any fines, including stipulated penalties, required in this Consent Order. Specifically, this certification shall include:

- a. The date of compliance with each provision of the compliance program in Section II, and the date any fines or penalties were paid.
- b. A statement that all required information has been reported to the district supervisor.
- c. Confirmation that all records required to be maintained pursuant to this Consent Order are being maintained at the facility.

The DEQ may also request additional relevant information. The DEQ shall not unreasonably withhold issuance of a TN.

In the matter of:
Administrative Consent Order No. ACO-000313
Page 8 of 8

Exhibit A
Administrative Consent Order

| <u>Enforcement Type</u> | <u>Issued Date</u> |
|--|--------------------|
| VIOLATION AND ENFORCEMENT NOTICE NO. VN-006591 | 6/24/2016 |